

**USAF DIRECTORATE OF PROCUREMENT
AEDC/PKP
ARNOLD AFB TN 37389-1332**

1. Attached is Invitation For Bid (IFB) Number F40650-01-B-0009.
2. **BIDDERS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 USC 1001.**
3. **NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**
4. This procurement is unrestricted (open to any responsible business, regardless of size). Award will be made pursuant to the Small Business Competitiveness Demonstration Program.
5. AEDC is a U.S. Air Force installation, and individuals who are neither U.S. citizens nor immigrant aliens must be authorized to visit. Such authorization is granted only on a Government-to-Government basis. Application should be made through the appropriate embassy in Washington D.C. For purposes of this requirement, immigrant aliens may be admitted upon presentation of their U.S. Alien registration card. U.S. citizens or immigrant aliens representing or employed by a foreign Government or foreign-owned firm are considered foreign representatives and must apply for authorization to visit through the appropriate embassy.

THIS SOLICITATION CONSISTS OF **117** CONSECUTIVELY NUMBERED PAGES

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER F40650-01-B-0009	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01JUN22	PAGE OF PAGES 1 31
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER FIDM0355-02	6. PROJECT NUMBER		
7. ISSUED BY USAF Directorate of Procurement 100 Kindel Drive, Suite A332 Arnold AFB TN 37389-1332 Buyer/Symbol: Tony Clayborne/PKP Phone: (931) 454-3918 Email address: Tony.Clayborne@arnold.af.mil	CODE	8. ADDRESS OFFER TO USAF Directorate of Procurement 100 Kindel Drive, Suite A332 AEDC/PKP - Tony Clayborne Arnold AFB TN 37389-1332		
9. FOR INFORMATION CALL	A. NAME TONY CLAYBORNE	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (931) 454-3918		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

FABRICATION AND INSTALLATION OF REPLACEMENT FUEL LINES FOR THE ASTF FUEL SYSTEM

11. The Contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See FAR Clause 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. (hour) local time 01AUG14 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required. **20% BID BOND**

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

Fabrication and Installation of Replacement Fuel Lines
for the ASTF Fuel System

1 JOB \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

5703600 290 4711 6606TS 731380 522 65807F 667100 P0005909

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

7

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

USAF Directorate of Procurement
100 Kindel Drive, Suite A332
Arnold AFB TN 37389-1332
Administrator/Symbol: Tony Clayborne/PKP
Phone: (931) 454-3918

27. PAYMENT WILL BE MADE BY

DFAS-DY/FV
1050 Forrer Blvd.
Dayton OH 45240-1472

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

TONY CLAYBORNE/Contracting Officer

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SPECIAL CONTRACT REQUIREMENTS

1. SAFETY

The Contractor will obtain AEDC/SE coordination to assure adequate safety coverage. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the protection of life and health of employees and other persons and for prevention of damage to property, materials, supplies, and equipment. The Contractor shall comply with safety rules (tags and work clearances) of the AEDC Support Contractor at interface points of new construction and modifications to existing systems and with AEDC Base Safety Standards.

2. TECHNICAL SURVEILLANCE

The Government designates the Air Force Project Engineer and the AEDC Test Contractor and/or the AEDC Support Contractor to perform technical surveillance. They will recommend to the Contracting Officer acceptance or rejection of work under this contract. All references to the "Government representative " within the specification or other project documents shall mean the Air Force Project engineer or the AEDC Test or Support contractor personnel performing technical surveillance on behalf of the Government. As used in the specification or other project documents, the term "construction monitor" shall be understood as referring to the AEDC Test Contractor or Support Contractor personnel performing technical surveillance on behalf of the Government.

3. SANITATION

The Contractor shall provide toilet facilities in a ratio of not fewer than one for each 30 persons or fraction thereof. Connections to existing sanitary sewer manholes may be made. The Contractor shall supply drinking water from connections to the existing potable water system. The Contractor shall take proper precautions to protect the water system from damage and contamination. Any temporary connections made for drinking water or toilet facilities shall be removed by the Contractor in a manner satisfactory to the Contracting Officer before final acceptance of the work.

4. EXISTING UNDERGROUND UTILITIES

The location of existing underground utilities as shown on the contract drawings has been taken from as-built drawings. There may be underground utilities which are not shown on the contract drawings and these utilities may be dangerous if ruptured. If the Contractor unearths or strikes any underground utility not shown, the excavation work shall cease and the Contracting Officer shall be notified immediately. The Contractor shall determine with caution the exact location of such utilities and will not proceed with further excavation unless otherwise advised by the Contracting Officer.

5. PROGRESS SCHEDULE

(a) In accordance with FAR Clause 52.236-15, which is incorporated by reference in the Contract Clauses section of this solicitation, the Contractor shall submit three copies of a progress schedule (Air Force Form 3064) for review and approval by the Contracting Officer no later than five days after beginning work on the project site. The Contractor shall comply with the procedures for completing the form on the reverse of the Air Force Form 3064.

(b) When requesting payment for materials stored on site, the Contractor shall include stored materials as a separate work element on the progress schedule and submit paid invoices to support the request for payment.

6. SECURITY RULES AND REGULATIONS

Each of the Contractor's employees and vehicles will be required to have a pass or identification badge to enter the fenced area of the AEDC. Badges and passes shall be obtained at the Pass and Registration Building at the Main Gate, and will be issued free of charge. The Contractor shall return all passes and identification badges promptly to the Government upon termination of the services of any employee. The Contractor shall promptly report to the Government, the loss of passes and identification badges by any Contractor employee. The Contractor's employees shall abide by the security rules and identify all authorized Contractor vehicles. Identification may be by portable cards, decals, or markings.

7. UTILITIES AVAILABLE

(a) Water: All reasonable required amounts of potable and raw water will be made available without cost to the Contractor from existing systems, outlets, and supplies near the vicinity of the work. All water shall be carefully conserved. All temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer prior to final acceptance of the work.

(b) Electricity: All reasonably required amounts of 60 HZ electric power at 110V and 480V will be made available without cost to the Contractor from existing electrical systems near the vicinity of the work. The Contractor shall install and maintain at no cost to the Government any necessary supply connections and facilities in a manner satisfactory to the Contracting Officer. All electrical service shall be removed in a manner satisfactory to the Contracting Officer.

8. DISPOSAL AREAS

An approved disposal area is located about 2 miles from the construction site. This area is approved for surplus earth, stone, broken concrete, and building materials waste. Building materials waste also includes containers, dunnage, and other related items.

9. GENERAL INFORMATION

The Arnold Engineering Development Center's (AEDC) Aeropropulsion Test Facility (ASTF) is a turbine engine test facility built in the late 1970's. The C-Plant, a part of ASTF, includes a fuel conditioning system that provides fuel to the turbine engines. The existing fuel transfer lines to C-Plant from a fuel tank farm are constructed of fiberglass reinforced plastic (FRP), are approximately 275 feet long, and are routed underground. They are being replaced due to recent failures. There are two sets of supply and return lines, one waste fuel line, and one atmospheric fuel return line. This effort will replace the existing fuel lines with steel lines routed overhead supported by four towers (per the supplied drawings and specifications included in the bid package), and the existing six underground FRP fuel lines will be flushed, capped and abandoned in place. The supply and return lines are 6" stainless steel. The waste fuel line is 4" carbon steel and the atmospheric return line is 6" stainless steel. Each tower foundation will have two drilled caissons. This turnkey job includes foundation placement, galvanized structural steel fabrication and erection, pipe fabrication and routing, valve installation and system pressure tests. All materials, equipment, and labor necessary to accomplish this work will be the

responsibility of the successful bidder. Work will include welding stainless steel and carbon steel (A106 & A36) piping, and environmental containment of soil and water. Groundwater is expected to be encountered in the piers during construction, and the contractor should be prepared to handle inflows of water and to provide temporary casing to shore the excavations and control the groundwater. Groundwater shall be contained (i.e., it must remain in the ground or be placed into appropriate containers). The contractor will be briefed by AEDC on potential hazards of handling soil and water possibly contaminated with hydrocarbons and/or TCE; "Level D" PPE (Personal Protective Equipment) is recommended. The contractor will provide any required PPE. An estimated 2-week time period will be required for conducting laboratory assessments of the soil and water from each dig. AEDC will provide soil and water analysis and disposal. Once the laboratory assessments are complete, and if the removed soil and water are deemed hazardous, the contractor will place the hazardous material into AEDC-provided containers. Representative soil composition analysis is provided in the attachment. The soil generally consists of clay with chert fragments, weathered in-place, with a limestone composition. This soil composition data is representative of the conditions, and does not exclude changes in geological conditions in the site.

10. FINAL TIE-IN

Final tie-in of new pipe to existing pipe system and testing shall be completed within a two-week system outage.

11. PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held within 14 calendar days after contract award date. The Contractor shall provide the following at the preconstruction meeting:

(1) A detailed schedule in Gantt chart format of the total job, with emphasis on the tie-in effort, for review. The system outage will be coordinated with the AEDC engine test schedule.

(2) Approach for accomplishing the fuel pipe cleanliness requirements

(3) List of certified stainless-steel (304) and carbon steel (A106 & A36) welders and copies of certifications

(4) Other Qualifications and Submittals items as noted in the specification package

12. CONTRACT COMPLETION

The Contractor shall provide the following upon job completion:

(1) One complete set of redline drawings that reflect any changes made to the design

(2) A weld map

CONTRACT CLAUSES FIXED-PRICE CONSTRUCTION CONTRACT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

52.202-1	Definitions	MAY 2001
	Alternate I	MAY 2001
	Paragraph (c) is added as follows: (c) The term "Government Representative" as used in the specification means the Air Force Project Engineer or the Construction Monitor performing technical surveillance on behalf of the Government.	
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti Kickback Procedures	JUL 1995
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1995
52.211-10	Commencement, Prosecution, and Completion of Work " At Paragraph (a), insert "10 calendar days" within the blank. At Paragraph (c), insert "150 calendar days" in the blank	APR 1984
52.211-12	Liquidated Damages - Construction Paragraph (a), fourth line, insert "\$325.00" in the blank	SEP 2000
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis-Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999

52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity - Construction Contracts	APR 1984
52.228-1	Bid Guarantee Paragraph © insert "20%" as the amount of the bid guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.228-11	Pledges of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds—Construction	JUL 2000
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
53.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.243-4	Changes	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
	Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

DEPARTMENT OF DEFENSE SUPPLEMENT TO FEDERAL ACQUISITION REGULATION CLAUSES

The following Department of Defense Supplement to the Federal Acquisition Regulation Clauses are hereby incorporated by reference:

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty	NOV 1995
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7012	Preference for Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals - Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps and Specifications	AUG 2000

Paragraph (a), insert "one" in the blank. At Paragraph (e), insert the following drawings as part of Specification package

<u>Title</u>	<u>Drawing No.</u>	<u>Sheet No.</u>
Bridge Truss Foundation and Location Plan	RU631155.01	1 of 4
Bridge Truss Truss T-1, T-2 & T-3 FDN.	RU631155.01	2 of 4
Bridge Truss Anchor Bolt Schedule	RU631155.01	3 of 4
Bridge Truss Civil/Conc. General Notes	RU631155.01	4 of 4
Bridge Truss Truss TR-1 Plan & Elev.	RU631155.02	1 of 5
Bridge Truss Truss TR-2 Plan & Elev.	RU631155.02	2 of 5
Bridge Truss Truss TR-3 Plan & Elev.	RU631155.02	3 of 5
Bridge Truss Steel Connection Details	RU631155.02	4 of 5
Bridge Truss Civil/Steel General Notes	RU631155.02	5 of 5
Bridge Truss Bents & Base Pl. Dets.	RU631155.03	1 of 6
Bridge Truss Valve Access Platform	RU631155.03	2 of 6
Bridge Truss Steel Connection Details	RU631155.03	3 of 6
Bridge Truss Ladder W/Angle H.R. Std.	RU631155.03	4 of 6
Bridge Truss Hanrail & Safety Gate Std.	RU631155.03	5 of 6
Bridge Truss Civil/Str. General Notes	RU631155.03	6 of 6
Plot Plan & Drawing Index	RU631155.04	1 of 12

Plot Plan Isometric	RU631155.04	2 of 12
Plot Plan Isometric	RU631155.04	3 of 12
Piping Plan	RU631155.04	4 of 12
Piping Sections & Details	RU631155.04	5 of 12
Piping Plan & Details	RU631155.04	6 of 12
Piping MTO	RU631155.04	7 of 12
Piping MTO	RU631155.04	8 of 12
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Piping Standards	RU631155.04	10 of 12
Piping Standards	RU631155.04	11 of 12
Piping Stds. & Specifications	RU631155.04	12 of 12
Civil General Site Area	2-10-C102	1 of 1
Civil General Site Area	2-10-C105	1 of 1
Civil General Site Area	2-10-C106	1 of 1
Civil General Site Area	2 10 C108	1 of 1
252.242-7000 Postaward Conference		DEC 1991
252.242-7004 Material Management and Accounting System		DEC 2000
252.243-7001 Pricing of Contract Modifications		DEC 1991
252.243-7002 Requests for Equitable Adjustments		MAR 1998

The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated in full text:

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate "none"]

The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(3) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(4) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of Measure	Quantity	Price(Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys and soil borings.

(b) Weather Conditions (AEDC)

(1) The location of the work is subject to atmospheric temperature ranging from minus 10 degrees F to plus 105 degrees F. The average annual rainfall is about 54 inches and the average annual snowfall is about 4 inches.

(2) Time Extensions for Unusually Severe Weather

a. Based on data from the National Oceanic and Atmospheric Agency (NOAA), the following number of adverse weather days can be anticipated at Arnold AFB, TN in the month indicated.

JAN	16	MAY	8	SEP	7
FEB	13	JUN	6	OCT	5
MAR	9	JUL	8	NOV	7
APR	7	AUG	5	DEC	13

b. From receipt of Notice to Proceed throughout the contract performance period, the Government Project Officer will record daily the actual number of adverse weather days which prevent work for at least 50% of the contractor's work day.

c. Only after the cumulative number of "adverse weather days" as defined in b., above, has reached the total calculated from the monthly figures listed in a., above, or the proportionate number for partial calendar months in the performance period, will the Contracting Officer consider a time extension in accordance with the clause entitled "Default (Fixed-Price Construction)." A time extension will be granted on a day-for-day basis if the Contracting Officer determines that additional adverse weather days prevent work for at least 50% of the contractor's work day and delay work critical to the timely completion of the contract.

d. The contractor's schedule must reflect the delays associated with the anticipated adverse weather days listed in a., above. The Contracting Officer will grant no time extensions for adverse weather days within the cumulative total of the monthly numbers listed.

(c) Transportation Facilities to AEDC Fenced Area

(1) Highways. U.S. Highway 41A is a paved road passing through Tullahoma, Tennessee. U.S. Highway 41 and Interstate 24 are paved roads passing through Manchester, Tennessee. State Highway 55 is a paved road connecting U.S. Highway 41 and 41A at Manchester and Tullahoma, respectively.

Access to the AEDC area can be gained from State Highway 55 near Tullahoma via new paved highway intersecting U.S. Highway 41, 5.5 miles southwest of Manchester and 3.8 miles from the area entrance, and Interstate 24, 3.5 miles southeast of Manchester and 2.5 miles from the area entrance. Concrete pavements have been constructed within the AEDC area and may be used subject to the restrictions set forth herein. Access to the sites of work from the paved areas and other routes shall be provided and maintained by and at the expense of the Contractor. The route for equipment which is not permitted to operate on the concrete pavement shall be as approved by the Contracting Officer. No construction truck or trailer vehicles shall be operated upon pavements of the AEDC area except within the following load limitations.

(d) Travel Within the AEDC Area

(1) Streets and Roadways. Streets have been constructed within the AEDC area and may only be used subject to the restrictions set forth herein.

a. A "Special Permit" is required for the movement of all construction equipment, unless hereinafter provided otherwise, which is to be moved over streets or over areas containing underground ducting, piping, or overhead utilities. Application for the Special permit to move heavy equipment will be submitted to the Contracting Officer. Application for such movements will be made sufficiently in advance of the time needed to avoid delays in movement. Only wheel or tire vehicles which fall under the following maximum allowable load limitations may operate without permit upon AEDC streets:

DESIGN AXLE AND WHEEL LOADS ON STREETS
Maximum Allowable Loads in Pounds

<u>Streets</u>	<u>*Truck or Trailer Per Axle</u>	<u>Per Wheel</u>	<u>**Large Tire Per Axle</u>	<u>Equipment Per Wheel</u>
Avenues A, B, and C and 2nd Street	18,000	9,000	25,200	12,600
Avenue E	24,000	12,000	33,600	16,800
1st, 4th, and 5th Streets	24,000	12,000	36,600	16,800
3rd Street between Avenues B and C	18,000	9,000	25,200	12,600
3rd Street between C and E	24,000	12,000	33,600	16,000

*Axles must be spaced greater than 40" apart.

**Equipment with tires wider than 16", such as large earth moving equipment.

These restrictions permit the operation of fully loaded DW-10's with No. 10 scrapers only on pavements with a maximum allowable load of 33,600 pounds. The axle load for large tire equipment shall be based upon the manufacturer's specified weights for fully loaded equipment.

b. If any equipment exceeds the above load limitations, or any track vehicles are used, the pavement must be protected with earth or fiber at the expense of the Contractor. Compliance with the above requirements does not preclude the Contractor's liability for any damage which results from his travel over AEDC streets.

(2) Other Routes. Routes for use of equipment which is not permitted on AEDC streets shall be as shown on the drawings, or as approved by the Contracting Officer. Access to the sites of work from the paved areas, and other routes, shall be provided and maintained by and at the expense of the Contractor.

(3) Traffic Regulations. The Contractor shall be cognizant of and comply with all AEDC traffic regulations as published and enforced on the AEDC Installation.

The following Department of Defense Supplement to the Federal Acquisition Regulation clauses are hereby incorporated in full text:

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;

- (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-
- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
 - (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

The following clause applies only if a negative response is made to the inquiry in DFARS 252.247-7022:

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

The following Air Force Material Command Supplement to the Federal Acquisition Regulation clauses are hereby incorporated in full text:

5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)

The contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance—Work on a Government Installation, and/or 52.228-7, Insurance-Liability to Third Persons.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation & Employer's Liability Insurance	\$100,000
2. General Liability Insurance	\$500,000 per occurrence
3. Automobile Liability	\$500,000 per occurrence for injury \$200,000 per person \$ 20,000 property damage

5352.236-9001 Preparation of Material Approval Submittals (AFMC) (JUL 1997)

The submittals contemplated by FAR 52.236-5, Materials and Workmanship, shall be accomplished on and in accordance with instructions pertaining to AF Form 3000, Material Approval Submittal.

5352.236-9002 Progress Schedules and Reports (AFMC) (JUL 1997)

The reports contemplated in the clause FAR 52.236-15, Schedules for Construction Contracts shall be accomplished and in accordance with the instructions for AF Form 3064, Contract Progress Schedule, and AF Form 3065, Contract Progress Report.

SOLICITATION PROVISIONS - FIXED-PRICE CONSTRUCTION CONTRACT

The following provisions of the Federal Acquisition Regulation (FAR) are hereby incorporated in full text. The numbers preceding the provision title and date correspond to the numbers set forth in Subsection 52.2 of the FAR.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principles have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision:

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principles named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal [G]overnment;

☐ Other. State basis. _____

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

☐ Corporate entity (tax-exempt):

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have () have not () within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has () has not () within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principles," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) (ALTERNATE I) (OCT 2000) (ALTERNATE II) (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234910.

(2) The small business size standard is not over \$27.5 million average annual receipts for the preceeding 3 years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the

bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AEDC/PKP, 100 Kindel Drive, Suite A332, Arnold AFB TN 37389-1332.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991
52.211-14	Notice of Priority Rating for National Defense Use "Any contract awarded will be a DO-C2 rated order"	SEP 1990
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments to Invitations for Bid	DEC 1989
52.214-4	False Statements in Bids	APR 1984
52.214-5	Submission of Bids	MAR 1997
52.214-6	Explanation to Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids - Construction	APR 1984
52.214-19	Contract Award - Sealed Bidding - Construction	AUG 1996
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction "The Goal for minority participation is 12.0% for each trade and for female participation is 6.9% for each trade. Contract will be performed in Tennessee, Coffee County, Arnold AFB".	FEB 1999
52.236-27	Site Visit (Construction) Insert the following as the name, address, and telephone number of the individual who may be contacted to arrange a site visit: Mr. Tony Clayborne, AEDC PKP, 100 Kindel Drive Suite A332, Arnold AFB TN 37389-1332, telephone: (931)-454-3918, email address: Tony.Clayborne@arnold.af.mil.	FEB 1995

The following provisions of the Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2) are hereby incorporated in full text:

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(a) of the Export Administration Act of 1979 (50 U.S.C. App. 2405 (j) (i) (a)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.*

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. if the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

The following provision of the Air Force Materiel Command Supplement to the Federal Acquisition Regulation is hereby incorporated in full text:

5352.236-9000 MAGNITUDE OF CONSTRUCTION PROJECTS (AFMC) (JUL 1997)

The estimated price range for this project is between \$500,000 and \$1,000,000.